

OFGS File: P/3255-103

PAE  
JPW

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

Ange Luppi et al.

Date: January 23, 2007

Serial No.: 10/593,211

Group Art Unit:

Filed: September 15, 2006

Examiner:

For: METHOD AND SYSTEM FOR STARTING UP A PIPELINE

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

**PETITION UNDER 37 C.F.R. 1.47(A) OR (B)**

Sir:

This is a Petition Under 37 C.F.R. § 1.47(a), because one joint inventor refuses to join in this application and under 37 C.F.R. § 1.47(b) because a party who has sufficient proprietary interest in the matter to justify such action is making an application for patent.

Submitted is a Declaration signed by joint inventor Ange Luppi.

Also submitted is a Declaration by a representative of the party with proprietary rights in the application stating proof of pertinent facts including the fact of joint inventorship by inventor Roland Daly who refuses to sign an Applicant's Declaration, the efforts that were made to obtain Mr. Daly's signature, the fact that Mr. Daly is one of the joint inventors and that he is named in the PCT application from which the U.S. application claims priority and his being named an inventor is necessary to preserve the rights of the parties including the party with proprietary rights in the application.

As shown in the correspondence to and from the non-signing co-inventor Roland Daly, his last known address is 13 rue du Cherche Midi, 75006 Paris, France.

The fee set forth in Section 1.17(g) of \$200.00 is submitted herewith.

Accordingly, grant of this Petition and according this application status under 37 C.F.R. § 1.47 is requested.

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on January 23, 2007:

Respectfully submitted,

01/26/2007 CNEGA1 00000019 10593211

FC:1463

200.00 OP

Robert C. Faber

Name of applicant, assignee or  
Registered Representative

Signature

January 23, 2006

Date of Signature

Robert C. Faber

Registration No.: 24,322

OSTROLENK, FABER, GERB & SOFFEN, LLP

1180 Avenue of the Americas

New York, New York 10036-8403

Telephone: (212) 382-0700



P/3255-103

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

Ange LUPPI et al

Serial No.:

Filed: September 15, 2006

For: **METHOD AND SYSTEM FOR STARTING UP A PIPELINE**

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Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**DECLARATION BY PARTY WITH PROPRIETARY RIGHTS IN**  
**THE APPLICATION UNDER 37 C.F.R. § 1.47(a) and/or (b)**

Gilles Degremont declares:

I am the head of the Intellectual Property Department of Technip France which is the owner of all rights to the invention in and in the above noted United States patent application and any United States patent resulting therefrom.

I have been informed and believe, the invention in the above noted United States application was made by two employees of Technip France, namely, Ange Luppi, who has signed an Applicant's Declaration and an Assignment of his rights in the invention to Technip France, and Roland Daly, who has refused to sign the Applicant's Declaration or an Assignment of the application to Technip France.

The present Declaration describes the unsuccessful effort to obtain Mr. Daly's cooperation in reviewing the United States application and then signing the Applicant's Declaration for this invention made by Mr. Daly with co-inventor Ange Luppi.

Mr. Daly left the employment of Technip France effective on or about June 26, 2006.

In preparation for the filing on September 15, 2006 of this United States National Phase application which is based upon a Patent Cooperation Treaty application, on August 3, 2006, I mailed co-inventor Roland Daly a letter, copy attached as Exhibit A, with a translation attached

00788958.1

cc: P. BELLET  
G. DEGREMONT

01/26/2007 CNEGAI 00000019 10593211

02 FC:1464

130.00 OP

as Exhibit B, wherein I requested that Mr. Daly review the Power form on which his signature is necessary, that is, the Applicant's Declaration for this United States application, as well as the Assignment to Technip France, to sign them and return them to Technip France. The letter was sent to the last known address for Mr. Daly, namely:

Roland Daly  
13 rue du Cherche Midi  
75006 Paris  
France

Mr. Daly responded to my letter with the enclosed letter in the French language bearing his signature dated August 8, 2006, attached as Exhibit C, with an English translation attached as Exhibit D. Mr. Daly's response showed me that he received the documents, considered them but did not sign them. For this reason, I conclude that Mr. Daly refuses to join in this application for patent and refuses to execute the application for patent.

The company, Technip France, for which I am declaring, submits that it has sufficient proprietary interest in the matter justifying this Petition and my factual statements herein and further that the co-inventor Ange Luppi, an employee of Technip France, will make this application on behalf of himself and Mr. Daly, under § 47(a).

Attached as Exhibit E is a copy of the July 1997 Contract of Employment of Mr. Daly by Coflexip Stena Offshore Limited, which was merged into and became part of Technip France subsequent to Mr. Daly signing his Employment Agreement in July 1997.

On October 10, 2003, Mr. Daly signed a new Employment Contract with Technip Offshore UK Limited, also owned by the Assignee hereof, Technip France, which is attached as Exhibit F. The contract was for the period of October 1, 2003 until February 11, 2005, and was extended thereafter until June 26, 2006. This is the period during which the French priority application 0402685 and the PCT application of which the United States application is the national phase thereof PCT/FR2005/000558 were filed.

Mr. Daly's letter Exhibit C and D shows that his employment terminated in June 2006.

Technip France, a French company, has its rights to Mr. Daly's invention determined by French law. Relevant articles of that law are in the translated copies are attached. Article 611-7

transfers rights to this invention including the patent application therefor to his employer.

Section 611-7 recites in pertinent part:

inventions made by a salary person in the execution of a work contract  
comprising an inventive mission corresponding to his effective  
functions...shall belong to the employer.


Technip France or its subsidiary was the employer.

It is requested that this application be permitted to continue under Section 37 C.F.R. §  
1.47(a) and/or (b) and that the Declaration of Mr. Luppi indicating that Mr. Daly was his co-  
inventor and the present Declaration be considered sufficient evidence for so treating this  
application.

I hereby declare that all statements made herein of my own knowledge are true and that  
all statements made on information and belief are believed to be true; and further that these  
statements were made with the knowledge that willful false statements and the like so made are  
punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States  
Code and that such willful false statements may jeopardize the validity of the application or any  
patent issued thereon.

Dated: \_\_\_\_\_

13/12/2006



Gilles Degremont

*Gilles DEGRÉMONT  
Intellectual Property Department Manager  
TECHNIP*



The provisions of this Book concerning patents shall also apply to utility certificates, except those contained in Articles L. 612-14, L.612-15 and the first paragraph of Article L.612-17. They shall likewise apply to supplementary protection certificates, except those contained in Articles L.611-12, L.612-1 to L.612-10, L.612-12 to L.612-15, L.612-17, L.612-20, L.613-1 and L.613-25.

- L. 611-3. Any owner of a patent having effect in France and of which the subject matter is a medicine, a process for obtaining a medicine, a product required for obtaining such medicine or a process for manufacturing such product may, where they are used for producing a pharmaceutical speciality covered by a marketing authorization under Articles L.601 or L.617-1 of the Public Health Code, and as from its issue, obtain, under the conditions laid down by this Book and detailed by a decree in Council of State, a supplementary protection certificate for those parts of the patent that correspond to the authorization.
- L. 611-4. Patent applications and patents filed prior to July 1, 1979, shall continue to be governed by the rules in force on the date of their filing.  
However, the provisions of this Book shall apply to the exercise of rights deriving from such patents and patent applications and to the subsequent procedure in respect of patent applications for which a preliminary draft documentary report had not been drawn up prior to July 1, 1979.
- L. 611-5. Certificates of addition applied for prior to the entry into force of Law No. 90-1052 of November 26, 1990, relating to industrial property shall continue to be governed by the rules applicable at the date of the application.  
However, the exercise of the rights deriving therefrom shall be governed by the provisions of this Book.

## Section 2 Right to Title

- L. 611-6. The right to the industrial property title referred to in Article L.611-1 shall belong to the inventor or his successor in title.  
If two or more persons have made an invention independently of each other, the right to the industrial property title shall belong to the person who can prove the earliest date of filing.  
In actions before the Director of the National Institute of Industrial Property, the applicant shall be deemed to have a right to the industrial property title.
- L. 611-7. Where the inventor is a salaried person, the right to the industrial property title, failing any contractual clause more favorable to the salaried person, shall be defined in accordance with the following provisions:



1. Inventions made by a salaried person in the execution of a work contract comprising an inventive mission corresponding to his effective functions or of studies and research which have been explicitly entrusted to him, shall belong to the employer. The conditions under which the salaried person who is the author of such an invention shall enjoy additional remuneration shall be determined by the collective agreements, company agreements and individual employment contracts.

Where the employer is not subject to a sectorial collective agreement, any dispute relating to the additional remuneration shall be submitted to the joint conciliation board set up by Article L.615-21 or by the First Instance Court.

2. All other inventions shall belong to the salaried person. However, where an invention made by a salaried person during the execution of his functions or in the field of activity of the company or by reason of knowledge or use of technologies or specific means of the company or of data acquired by the company, the employer shall be entitled, subject to the conditions and the time limits laid down by decree in Council of State, to have assigned to him the ownership or enjoyment of all or some of the rights in the patent protecting his employee's invention.

The salaried person shall be entitled to obtain a fair price which, failing agreement between the parties, shall be stipulated by the joint conciliation board set up by Article L.615-21 or by the First Instance Court; these shall take into consideration all elements which may be supplied, in particular by the employer and by the employee, to compute the fair price as a function of both the initial contributions of either of them and the industrial and commercial utility of the invention.

3. The salaried author of an invention shall inform his employer thereof and the latter shall confirm receipt in accordance with the terms and time limits laid down by regulation. The salaried person and the employer shall communicate to each other all relevant information concerning the invention. They shall refrain from making any disclosure which would compromise, in whole or in part, the exercise of the rights afforded under this Book.

Any agreement between the salaried person and his employer concerning an invention made by the salaried person shall be recorded in writing, on pain of nullity.

4. The implementing rules for this Article shall be laid down by decree in Council of State.
5. This Article shall also apply to the servants of the State, of local authorities and of any other public legal person under the terms to be laid down by decree in Council of State.

- L. 611-8. Where an application for the grant of an industrial property title has been made either for an invention unlawfully taken from an inventor or his successors in title, or in violation of a legal contractual obligation, the injured party may claim ownership of the application or of the title granted. Actions claiming ownership shall be barred after three years from publication of the grant of the industrial property title. However, if the bad faith of the owner of the title at the time the title was granted or acquired can be proved, the time limit shall be three years as from the expiry of the title.

## Exhibit A

**Technip**



**TECHNIP FRANCE**

**Monsieur Roland DALY**

13 rue du Cherche Midi

75006 PARIS

N/Réf : MNG-06.215-03

Paris la Défense, le 3 août 2006

**Objet : signature de pouvoir - CS00257**  
**«Méthode et installation pour la mise en service d'une conduite».**

---

Monsieur,

Pour faire suite à notre communication de ce jour, nous vous prions de bien vouloir trouver, ci-joint, les pouvoirs, qui nécessitent votre signature.

Nous vous saurions gré de bien vouloir nous retourner ensuite ces documents dans les meilleurs délais à l'adresse suivante :

**TECHNIP France**  
**Tour ADRIA**  
**Marie-Noëlle GRIPPON**  
Propriété Industrielle  
6-8 Allée de l'Arche  
92973 PARIS LA DEFENSE

Dans l'attente de votre prochain envoi et vous en remerciant par avance, nous vous prions d'agréer, Monsieur, l'expression de nos meilleures salutations.

**Gilles Degremont**  
**par Marie-Noëlle GRIPPON pour ordre**  
Département Propriété Industrielle



## Exhibit B

# TRANSLATION OF SENDING DOCUMENT TO THE INVENTOR

Re : Power signature – CSO 0257  
Method and system for starting up a pipeline

Dear Sir,

Following our today's communication, please find enclosed the power forms for which your signature is necessary.

We will be pleased if you send them back to us as soon as possible to the following address:

TECHNIP FRANCE  
Tour ADRIA  
Marie Noelle GRIPPON  
Propriété Industrielle  
6-8, allée de l'Arche  
92973 Paris la Défense

Waiting for receiving such documents by return and thanking you in advance, we remain.....

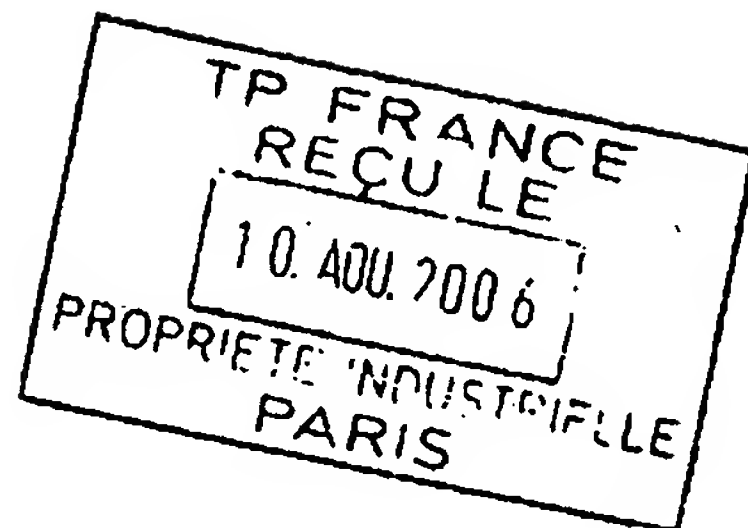
Gilles DEGREMONT

## Exhibit C

Marie - Noëlle Grippon

Technip - France

RE : MNG - 06.215-03



8/8/06, Paris

Objet: Signature de pouvoir - CS00257

Madame,

N'ayant plus de relations ~~con~~ contractuelles avec Technip depuis le 26-06-2006, je ne vois pas la nécessité d'apposer ma signature sur votre documents.

Roland Dady

## Exhibit D

**FREE TRANSLATION**

Madam,

Having no longer contractual relations with TECHNIP since June 26, 2006, I do not see the necessity to put my signature on your documents.

Roland DALY



## Exhibit E



## **CONTRACT OF EMPLOYMENT**

### **COFLEXIP STENA OFFSHORE LIMITED**

**(hereinafter referred to as "The Company")**

**Statement of Terms of Employment Pursuant to Employment Protection  
(Consolidation) Act 1978**

<b>Employee's Name: ROLAND DALY</b>
-------------------------------------

Particulars of terms of your employment pursuant to section 5 of the Employment Protection (Consolidation) Act 1978 as amended.

## **PARTICULARS**

### **1. General**

This agreement sets out, in accordance with the provisions of the Employment Protection (Consolidation) Act 1978 the terms and conditions under which you are employed by Coflexip Stena Offshore Limited.

### **2. Terms of Engagement**

This document together with the Company's Employment Guide which guide accompanies this Contract governs all aspects of the employee's employment with the Company. The Employment Guide is held to be part of the employee's terms and conditions of employment and should be read in conjunction with the Contract.

### **3. Commencement**

Your employment began on the date specified in paragraph 1 of the Schedule to this agreement.

### **4. Position**

The position for which you are engaged is set out in paragraph 3 of the Schedule but the Company may, at its discretion, require you to undertake other duties, which, in the Company's opinion, you are capable of discharging.



**5. Location**

The location at which you are required to perform your duties under this Agreement is set out in paragraph 4 of the Schedule, however you are liable to serve at such other place of employment in the United Kingdom or abroad as the Company may from time to time require. In the event that the employee is required to work outside the United Kingdom for a period in excess of one month the terms and conditions governing the period for which the employee must so work, the currency in which the employee will be paid, any additional payment and the terms and conditions relating to his return will be agreed with the employee prior to his departure.

**6. Remuneration**

Your salary is set out in paragraph 5 of the Schedule and is payable monthly in arrears. Such salary shall be reviewed on any change of appointment and in any event at least once each calendar year. Any increase shall be in the absolute discretion of Cofflexip Stena Offshore Limited and shall be notified to you in writing.

**7. Hours of Work**

Your normal working period will be Monday - Friday and consist of 37½ hours. You will be expected to work however such additional hours as may be deemed necessary for which your entitlement is set out in paragraph 6 of the Schedule.

**8. Benefits**

In addition to the salary referred to in paragraph 5 you are entitled to be paid or to receive such allowances and benefits, and such reimbursement of expenses as specified in paragraph 7 of the Schedule and as may be provided for in the Employment Guide.

**9. Holidays**

The employee is entitled to holidays as specified in paragraph 8 of the schedule. The employee's holidays on joining the Company accrue at the rate of 2.1 days per completed calendar month which figure will be used to calculate the employee's entitlement to holidays on the employee's departure from the Company. The employee should make reference to the Employment Guide for further information with regard to the employee's holiday entitlement and the Company's administrative requirements in relation thereto.



**10. Rights and Obligations in respect of Sick Pay**

The employee is required to have regard to Section 1 of the Employment Guide.

**11. Notice**

The length of notice which the Company is obliged to give you is as determined by section 49 of the Employment Protection (Consolidation) Act (as amended). The length of notice which the employee is required to give the Company is contained within paragraph 9 of the schedule.

**12. Disciplinary Rules and Grievance Procedure**

In the event that you wish to seek redress of any grievance relating to your employment hereunder you should apply to your immediate supervisor. The procedure which will govern such application is set out in the Employment Guide. The disciplinary rules and procedures applicable to your employment shall be those set out in the relevant Employment Guide.

**13. Pension**

You are, subject to the rules of the scheme, entitled to join the Coflexip Stena Offshore Limited Pension Scheme on becoming a member shall authorise the Company to deduct contributions payable by you to the Scheme from payments of salary.

**14. Other Work**

You shall devote the whole of your time during the normal business hours of the Company (or during such other hours as may be agreed from time to time) conscientiously to the affairs of the Company and shall not engage in any trade, business or profession, or take any employment other than that provided for hereunder, without the prior consent of the Company which consent shall not be unreasonably withheld or withdrawn except where, in the opinion of the Company such other activity interferes with the efficient discharge of your duties hereunder.

**15. Confidentiality**

You shall not at any time during your employment hereunder and for a reasonable time thereafter disclose any trade secret, manufacturing process, knowledge or information in connection with the affairs of the Company or any other matter or thing which may come to your knowledge in the course of your duties to any person, firm or company other than the proper employees of Coflexip Stena Offshore Limited entitled to receive such information.



#### **16. Varlations**

The terms and conditions of this agreement may be amended from time to time by agreement between Coflexip Stena Offshore Limited and the employee. On or after the effective date of such amendments, this agreement shall be read and construed subject to the said amendments.

The Schedule - see attached overleaf.



## SERVICE AGREEMENT

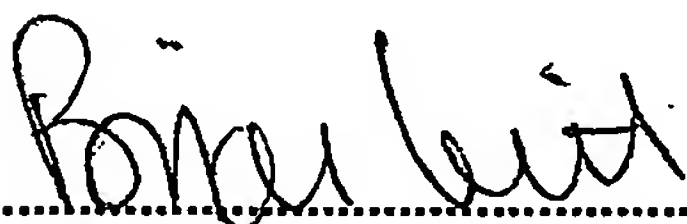
### THE SCHEDULE

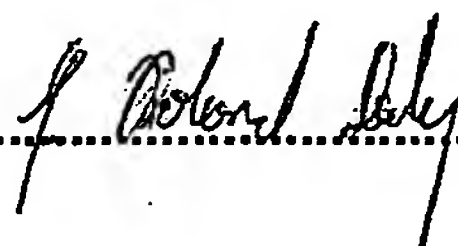
Employee's Name: **ROLAND DALY**

1. **Date of commencement of employment:** 28 July 1997
2. **Date of commencement of continuous employment for statutory purposes:** 28 July 1997
3. **Current appointment:** Graduate Engineer
4. **Location:** Aberdeen
5. **Current Salary:** £16,000
6. **Additional Hours:** N/A
7. **Benefits:** Standard CSOL Package
8. **Holiday Entitlement:** 25 Days
9. **Period of Notice:** 1 month - this will be reciprocated by the Company  
(During any probationary period the appropriate statutory period of notice will apply)
10. **Effective Date:** 28 July 1997

Signed for and on behalf of  
**Coflexip Stena Offshore Ltd.**

Signed by the said

  
.....  
**Brian Leith**  
**General Manager - Operations**

  
.....



## Exhibit F

**OFFSHORE BRANCH  
TECHNIP OFFSHORE UK LIMITED**

**Roland DALY**

10 October 2003

**International mobility contract addendum -**

Dear Roland,

We are pleased to confirm hereunder your employment conditions as part of your transfer to **Seal Engineering** in Nîmes, France.

**1. Position**

Your position for the duration of your assignment is **Subsea Engineer**, reporting to Mr. Ange LUPPI.

You remain as part of Technip Offshore UK Ltd and any changes to your Contract of Employment will be generated by Technip Offshore UK Ltd.

**2. Term**

This Contract Addendum becomes effective on **01 October 2003 until 11 February 2005**.

Nevertheless, assignment duration can be shortened or extended, according to a joint agreement of the management of both host and home units, with a notice period of three (3) months.

The notice of termination of employment which you must give during this assignment is one (1) months, which must also be given in writing. Such notice will be reciprocated by the Company.

**3. Work Location, Work-week**

You are based at Seal Engineering's premises in Nîmes – France. Working hours and work-week are fixed by the local Manager and as per requirements and local regulations.



## **4. Remuneration, advantages and mobility conditions**

- 4.1** Your annual base salary remains 30,859 GBP per year. During your assignment within Seal Engineering, your base salary will be revised in accordance with Technip Offshore UK Ltd annual salary review policy.
- 4.2** Your Goods and Services budget in France will remain equivalent to the one you have in United Kingdom. Consequently, a cost of living differential, if any, which is reckoned in accordance with your base salary and on the basis of data provided by a consultant selected by the company, is included in your mobility package. This cost of living differential will be reviewed every 6 months (1<sup>st</sup> January, 1<sup>st</sup> July).
- "Goods and Services budget UK/France" data dated 10 October 2003 are applicable. Referring to these data, the cost of living differential allowance for a single, and reckoned in accordance with your base salary is amounting to 3,155 GBP per year. The cost of living differential allowance is paid on a monthly basis.
- 4.3** You have already been paid, in February 2002 and 2003, a tax free mobility premium amounting to 10% and 7% of your annual base salary. Consequently, you will be paid in February 2004, a tax free mobility premium amounting to 4 % of your annual base salary.
- 4.4** Your assignment to Seal Engineering is carried out under the International mobility conditions in force within the Offshore Branch of the Technip Group. These conditions are defined in the **12 PER T 002 rev. 4**.
- Should the International Mobility Policy be revised during your assignment to France, any changes will only apply with your prior agreement for the remainder of your assignment.
- 4.5** You must commit yourself to comply with Seal Engineering internal rules and policies with regard to your relocation in France.

## **5. Accommodation**

Accommodation remains provided in accordance with the International Mobility Conditions in force within the Offshore Branch of the Technip Group. You will benefit from a monthly housing allowance (including utilities) fixed according to internal rules defined by Seal Engineering.

In addition, your housing tax ("taxe d'habitation" only) will be paid by Seal Engineering. The housing insurance will also be paid by Seal Engineering but only as part of a housing rental; if you decide to buy a house, the housing insurance will be at your expense.

As part of your transfer from Paris to Nîmes, removal and temporary storage expenses including insurance and taxes will be refunded by Seal Engineering. The furniture volume is limited to 30 (thirty) cubic metres. When returning to your home unit in United Kingdom, this will be increased by 5 (five) cubic metres.

## **6. Home country return allowance**

When returning to your home unit, and if you did not keep your accommodation in United Kingdom for the duration of your assignment in France, you will be paid a return allowance for the purchase of goods such as electrical equipment, cleaning expenses, painting and repairs as per International mobility conditions in force and internal rules defined by your home unit. This allowance is only paid upon production of receipts and invoices corresponding to the relocation expenses as defined by your home unit.

## **7. Bank charges**

The bank charges incurred by the regular salary transfers (one per month) from your bank account in United Kingdom to your bank account in France will be paid by Seal Engineering.

## **8. Travel**

Seal Engineering will pay for one (1) economic class return air ticket Paris/Aberdeen (corporate fares) per year, using the most direct route between home and host countries.

The non-utilization of this ticket can not lead to financial compensation.

Transfer between Nîmes and Paris by train – TGV - will be paid by Seal Engineering.

## **9. Paid holidays**

You are entitled to the same number of annual holidays as if working in your home unit, except for public holidays in which case you will benefit from French public holidays only.

## **10. Car**

As you do not receive a car in the framework of your international mobility to Seal Engineering, the company will grant you an interest free loan to be repaid over the duration of your assignment. The total cost of the loan will have an upper limit based on the buying price of a C category car in France, that is 16,700 Euros.

## **11. Medical Coverage and Pension**

Medical coverage insurance and pension plan remain as in your home country. You will also benefit from a repatriation/emergency insurance.

## **12. Tax Equalization**

You will not bear a higher tax on your salaried income than the one normally paid in United Kingdom. The tax equalization principle does not take into account the private incomes.

A hypothetical amount of salaried income tax, which is calculated according to your overall income and UK taxation rules, will be deducted from your salary on a monthly basis.

Contractual annual base salary, bonus and fringe benefits (car if any) taxable in United Kingdom are included in your home overall income. Fringe benefits related to international mobility status are excluded.

As part of your international mobility, Seal Engineering will pay for income taxes (salaried income tax and taxes relating to any fringe benefits related to international mobility status) you owe in France. Income tax surcharges directly due to your transfer abroad will be paid by Seal Engineering.

You must agree to make all legal declarations required by the French administrative and fiscal authorities. Consequently, you will benefit from tax assistance once a year from a tax advisor selected by Seal Engineering.

**13. Litigation**

This Contract Addendum has been drawn up under the UK employment legislation, with the exception of employment conditions which are mandatory under French employment legislation. Any litigation arising from this Contract Addendum will be considered under the UK employment legislation.

**14. Re-integration**

Upon successful completion of your assignment in France, you will be repatriated to your home unit. Your home country manager will identify and evaluate appropriate career opportunities with you prior to your return. Except in case of serious failure in performance, or improper conduct, every effort will be made to offer you a suitable position within your home unit or alternatively elsewhere within the Technip group.

**15. Breach of Contract**

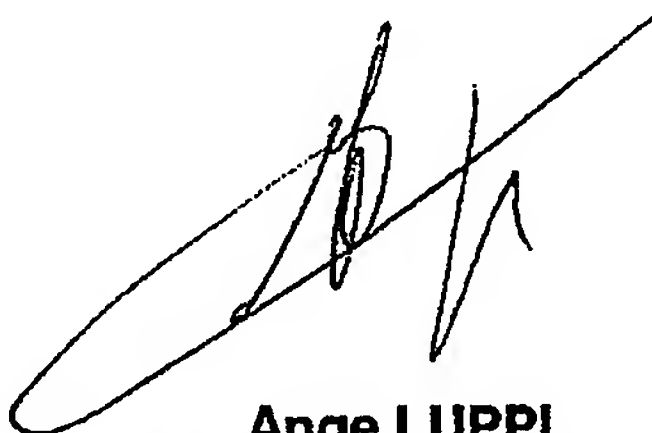
The UK employment legislation will apply in all cases including contract breach and for all notice periods.

Repatriation expenses in the home country will be paid by the company.

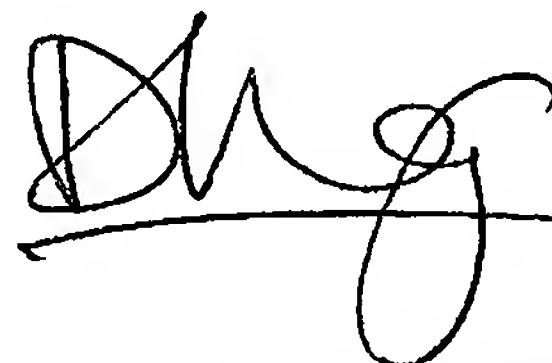
We hope you agree on the above contract addendum conditions. Can you please send to the Group Human Resources Department all the copies of this contract duly signed and notated as "read and approved", and initial all pages.



**Roland DALY**  
Subsea Engineer

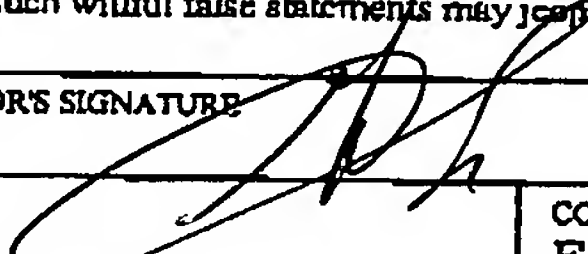


**Ange LUPPI**  
Managing Director,  
Seal Engineering



**Ian STEVENSON**  
Managing Director,  
Technip Offshore UK Ltd

DAVID KAYE  
OED MANAGER

UNITED STATES OF AMERICA COMBINED DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION		OFGS FILE NO. P/3255-103																
<p>As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name; that I verify being the original, first and sole inventor (if only one name is listed below) or a joint inventor (if plural inventors are named) of the subject matter which is claimed and for which a patent is sought on the invention entitled:</p> <p><b>METHOD AND SYSTEM FOR STARTING UP A PIPELINE</b></p>																		
<p>the specification of which is attached hereto, unless the following box is checked:</p> <p><input checked="" type="checkbox"/> was filed on <u>March 9, 2005</u> as United States patent Application Number or PCT International patent application number <u>PCT/FR2005/000558</u> and was amended on _____ (if any).</p>																		
<p>I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.</p> <p>I acknowledge the duty to disclose all information known to be material to patentability in accordance with Title 37, Code of Federal Regulations, § 1.56.</p> <p>I hereby claim priority benefits under Title 35, United States Code § 119 of any foreign application(s) for patent or inventor's certificate or United States provisional application(s) listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:</p>																		
<p>Prior Foreign or Provisional Application(s)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">COUNTRY</th> <th style="width: 25%;">APPLICATION NUMBER</th> <th style="width: 25%;">DATE OF FILING (day, month, year)</th> <th style="width: 25%;">PRIORITY CLAIMED UNDER 35 U.S.C. 119</th> </tr> </thead> <tbody> <tr> <td>France</td> <td>0402685</td> <td>09 March 2005</td> <td>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td>YES <input type="checkbox"/> NO <input type="checkbox"/></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td>YES <input type="checkbox"/> NO <input type="checkbox"/></td> </tr> </tbody> </table>			COUNTRY	APPLICATION NUMBER	DATE OF FILING (day, month, year)	PRIORITY CLAIMED UNDER 35 U.S.C. 119	France	0402685	09 March 2005	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>				YES <input type="checkbox"/> NO <input type="checkbox"/>				YES <input type="checkbox"/> NO <input type="checkbox"/>
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<p>I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">UNITED STATES APPLICATION NUMBER</th> <th style="width: 30%;">DATE OF FILING (day, month, year)</th> <th style="width: 40%;">STATUS (patented, pending, abandoned)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			UNITED STATES APPLICATION NUMBER	DATE OF FILING (day, month, year)	STATUS (patented, pending, abandoned)													
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<p>I hereby appoint customer no. 2352 OSTROLENK, FABER, GERB &amp; SOFFEN, LLP, and the members of the firm, Samuel H. Weiner - Reg. No. 18,510; Robert C. Faber - Reg. No. 24,322; Max Moskowitz - Reg. No. 30,576; James A. Funder - Reg. No. 30,173; William O. Gray, III - Reg. No. 30,944; Louis C. Dujmich - Reg. No. 30,625, and Douglas A. Miro - Reg. No. 31,643, as attorneys with full power of substitution and revocation to prosecute this application, to transact all business in the Patent &amp; Trademark Office connected therewith and to receive all correspondence.</p> <p>SEND CORRESPONDENCE TO: <b>OSTROLENK, FABER, GERB &amp; SOFFEN, LLP</b>      DIRECT TELEPHONE CALLS TO: <b>(212) 382-0700</b>  <b>1180 AVENUE OF THE AMERICAS</b>  <b>NEW YORK, NEW YORK 10036-8403</b>  <b>CUSTOMER NO. 2352</b></p>																		
<p>I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.</p>																		
<p>FULL NAME OF SOLE OR FIRST INVENTOR <b>Ange LUPPI</b></p>		<p>INVENTOR'S SIGNATURE </p>																
<p>RESIDENCE (City and either State or Foreign Country) <b>Nimes, France</b></p>		<p>DATE <b>20/11/2006</b></p>																
<p>POST OFFICE ADDRESS <b>184, Impasse des Martinets, 30000 Nimes, France</b></p>																		
<p>FULL NAME OF SECOND JOINT INVENTOR (IF ANY) <b>Roland DALY</b></p>		<p>INVENTOR'S SIGNATURE</p>																
<p>RESIDENCE (City and either State or Foreign Country) <b>Montpellier, France</b></p>		<p>DATE</p>																
<p>POST OFFICE ADDRESS <b>17, rue Fontanon, 34000 Montpellier, France</b></p>		<p>COUNTRY OF CITIZENSHIP <b>France</b></p>																



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